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AGREEMENT





Harvard University

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Harvard Union of Clerical and Technical Workers AFSCME, AFL-CIO

July 1, 2004 - June 30, 2007

AGREEMENT

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AGREEMENT

This Agreement is entered into between Harvard University and Harvard Union of Clerical and Technical Workers (HUCTW), affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO.

DEFINITION OF UNIT

On November 10, 1988, the National Labor Relations Board certified HUCTW as the exclusive collective-bargaining representative of the employees in the unit found to be appropriate. The definition of the Unit, as amended by the N.L.R.B. December 29, 1988, and subsequently by the parties, is as follows:

All full-time and regular part-time clerical and technical (including service) employees (who work at least 17 1/2 hours per week) who have been classified to be in grades 47U-55U, and who work in Massachusetts, excluding all other employees, all students of the University (on the student payroll), employees in the existing bargaining units, confidential employees, professional employees, managerial employees, casual employees, temporary employees hired for three months or less, part-time employees who work less than 17 1/2 hours per week, employees on permanent leave, guards and supervisors as defined in the National Labor Relations Act, and those positions which are appropriately classified as exempt under the Fair Labor Standards Act.

PREAMBLE

Transition

In his statement of November 4, 1988, President Derek Bok said, "We will commence a new chapter in our relations with the Harvard Union of Clerical and Technical Workers. I will work to make this relationship as constructive and harmonious as possible." Kris Rondeau and Marie Manna, in their letter of November 7, 1988 for HUCTW, stated, "We are looking forward to building a cooperative and constructive relationship between the Union and the administration." The parties agreed to begin their relationship with a 60-day period of transition meetings, with the assistance of a neutral facilitator, to get acquainted, to explore mutual priorities and philosophies, to share all relevant statistical information, and to plan negotiations. The joint Transition Team recognized the opportunity of developing a cooperative problem-solving relationship between the parties and affirmed a commitment to create new patterns of relations.

"Understanding"

On February 13, 1989, as a prelude to negotiations, the Transition Team issued the following "Understanding":

We have learned, during the transition, that we share numerous hopes and concerns. It is our common purpose, through the framework of this Understanding, to work together to advance the long-term role of Harvard University as a premier center of learning, research and teaching. It is commonly understood that Harvard has come to be governed, in the broadest sense of the term, through a cooperative process among governing boards and administrators, faculty, students and alumni, in which each plays a role. This Understanding welcomes the support staff in libraries, in laboratories, and in academic and administrative offices and centers, represented by HUCTW, as a valued and essential participant in this process.

We have also learned that we agree about the value of decentralization. The creation of knowledge and its dissemination through scholarship and teaching are decentralized at Harvard, with responsibility distributed to the various faculties and in turn to academic groups, libraries, museums and laboratories. We can agree that some matters affecting the support staff and their work environment need to be consistent across the University, while other questions are better left to joint discussion in the separate and diversified units and departments. Indeed, it is our common view that insofar as it is practical and equitable, constructive relations in the individual workplace are to be encouraged as the focus of problem-solving.

Finally, we have learned that we share a commitment to the processes of reasoned discourse in resolving problems and issues that may arise within separate departments and units, as well as in contract negotiations and University-wide problem-solving. We agree to listen to each other persistently and pay careful attention to relevant facts and concerns from all corners. We further dedicate ourselves to training and developing these problem-solving skills in the administrators and supervisors of the University and in the officers and representatives of HUCTW.

In sum, we have learned that we can begin to agree on principles and standards which can apply well and reasonably to every part of this diverse and historic institution. We are optimistic about a future which continues in that vein.

"Crossroads"

In the months immediately before the beginning of negotiations on a renewal of the Agreement in 1992, the University and the Union agreed to engage in broad, informal discussions designed to prepare for those talks. Nearly 300 HUCTW members, managers, and faculty members, gathering

separately in 30 different schools and departments, took part in a series of meetings called "Crossroads."

In a statement released on November 1, 1991, the members of the University Joint Council wrote that "by sharing different perspectives on working at Harvard, these groups will be able to identify ideas, concerns, and approaches that will enrich, facilitate, and simplify the negotiations to follow. Our hope is that they will create a positive and constructive environment for the negotiations."

ARTICLE I - JOINT COUNCILS AND INDIVIDUAL PROBLEM RESOLUTION JOINT COUNCILS

Introduction

Those who work at Harvard University, including faculty, administrators and staff, recognize the contributions of each employee in support of the University's mission of excellence in teaching and research. Further, we acknowledge that these efforts will benefit the University and its employees best if carried out in a spirit of trust and cooperation with open communication.

To achieve this common goal, the University and HUCTW have engaged in discussions to build a framework for greater employee participation at Harvard. These discussions have led to the following basic understandings:

- Participation by employees concerning workplace issues which affect them
 is desirable for the University community.
- There should be employee participation within each school or administrative department.
- Each school and administrative unit of Harvard has a unique culture and therefore an employee participation program must be flexible to accommodate the needs of the school or administrative department and its staff.

The forum for local employee participation in workplace issues will be called the [Name of School or Administrative Unit] Joint Council (JC).

Objectives and Principles of the Joint Council

The Council is intended to be a forum for the discussion of all workplace matters that have a significant impact on staff. Such discussions may include an evaluation of current policies affecting staff as well as consideration of proposed changes in policies or in workforce arrangements affecting staff. Individual problems which arise will not be addressed by the JC but will be handled under the Problem Resolution procedure described below under Individual Problem Resolution. However, if the Regional Problem Solving Team finds a recurrent problem which it believes requires review at the JC level, it will refer the policy aspects of such matter to the JC. In such cases the JC will obtain all relevant information on the matter from the Problem Solving Team.

Through the JC the parties seek to promote communication and consensus building between the managers and staff of the University.

To achieve these objectives the Council will be guided by the following principles:

- The members of the JC will work together in a spirit of trust and cooperation in an attempt to reach consensus on matters under discussion.
- It is recognized that an integral part of consensus building is the identification and objective evaluation of information and facts relevant to an issue being discussed. This will be a joint endeavor.
- It is agreed that the JC will not have the authority to pursue any action which has the effect of amending or contravening a specific provision of the Agreement between the University and HUCTW. It is agreed further that a consensus recommendation adopted by a JC and accepted by the Dean or Vice President (or other designated administrator) will not be regarded as a precedent elsewhere in the University unless it has been reviewed and approved for wider application by the University Joint Council described below.

Structure

The JC for each school or administrative department will consist of an equal number of bargaining unit and management representatives from that school or administrative department. HUCTW will appoint or otherwise select its representatives of the bargaining unit. The school or administrative department will appoint members including faculty, administrators, supervisors, and other staff as appropriate.

In the interest of effective communication it may be desirable to have one Union and one University representative serve on both the Joint Council and the Regional Problem Solving Team described below under Individual Problem Resolution. However, this is left to the respective parties to decide in each work community.

The number of members from the bargaining unit and the University will be determined by the Union and the Dean or Vice President (or other designated administrator), to achieve a balanced representation of the various constituencies within the work community. Each school and administrative department will establish at least one JC. However, because of differences in size, organization or geographic locations, a school or department may elect to establish sub-division JCs to enhance communication within sub-units. Sub-division JCs will be in addition to the JC of the school or department. The JC will have the responsibility for coordinating all council activities.

The Union and the school or administrative department will each designate one member to serve as co-chair of the JC. All functions of the Council will be carried out under the direction of both co-chairs. In addition, the co-chairs will be responsible for the planning of the Council agenda and scheduling of meetings.

Implementation and Review

When a consensus recommendation is reached by the JC it will be communicated promptly to the Dean or Vice President (or other designated administrator) by the co-chairs. It is expected that such officer will seriously consider and respond promptly to the recommendation of the JC.

In the event a consensus recommendation cannot be reached within the JC or worked out with the Dean or administrative officer involved and if the issue concerns the interpretation or application of the collective bargaining agreement, such issue may be referred to the University Joint Council (UJC). The UJC will consist of six members, three of whom will be appointed by the President of the University and three by the Union.

The UJC will confer with the co-chairs of the JC to determine the nature of the unresolved issue. It may conduct whatever inquiry is deemed appropriate to assist in the resolution of the issue. The parties recognize that the UJC may develop alternative ways of resolving a particular issue which may not have been thought of by the JC or have been available to the JC.

In the event a consensus recommendation within the UJC cannot be reached, the UJC will seek the assistance of a mediator acceptable to both parties. The mediator may make recommendations for the resolution of the problem, but in no case will the mediator be empowered to make a final and binding decision on an issue unless it involves the interpretation or application of the terms of the basic Agreement or those provisions of the Manual that have been determined to be arbitrable.

In addition, the UJC will become involved when issues of University-wide significance arise. However, the UJC will have no authority to modify the terms of the Agreement between the parties.

During the 1997 contract negotiations the University and the HUCTW reaffirmed their commitments to the basic understanding referenced in Article I of the Agreement.

In support of the reaffirmation the University agreed to sponsor a series of joint training sessions in 1998 for Joint Council members and also agreed to work collaboratively with HUCTW (under the leadership of the University Joint Council) in revitalizing the Joint Council process.

INDIVIDUAL PROBLEM RESOLUTION

Introduction

We acknowledge that individual workplace problems will arise at Harvard University and that a fair and constructive approach should be established to address such matters promptly. Problems should be dealt with in an expeditious manner and should be processed through the problem resolution procedure without unnecessary delay. We agree that the following principles will apply:

- · Workplace problems are best solved at the local level.
- Consensus building is often the most effective approach to problem-solving.
- Open communication is essential to achieving consensus in problem resolution.
- Individuals serving in the problem resolution process must be skilled and trained to be most effective.
- Participants in the problem resolution process will respect the privacy of the individual involved and will treat the issues in a confidential manner.
- The process of problem resolution is intended to be flexible and should encourage the use of all resources appropriate to the specific issues.
- The structure should encourage employees to seek resolution of individual work-related problems.
- The process outlined in the following problem resolution procedure may be modified by mutual agreement of the members of the local problem-solving group for a specific situation because of extraordinary circumstances.
- When agreement is reached in resolving a workplace problem, any corrective action required will be taken promptly.
- The individual employee whose problem is being reviewed shall be given an opportunity to be heard at each level of the problem resolution procedure. Such opportunity shall also be provided to other persons directly involved in the problem.

Employee-Supervisor Discussions

In the event an employee covered by the collective bargaining agreement experiences a problem in the workplace, every effort should be made to

address and resolve the matter through direct and forthright communication between the affected employee and the immediate supervisor and/or other appropriate management personnel.

In the event an employee and supervisor are unable to resolve the problem, they should request assistance from authorized representatives of HUCTW and the local personnel office to work together in developing a fair and reasonable solution to the problem. The objective of this support is to facilitate the problem-solving process between the employee and the supervisor.

In the event a satisfactory solution to the problem is not reached, the employee, the employer, or the Union may continue the process by requesting a review of the situation with the Regional Problem Solving Team. Individuals should request RPST problem solving within 30 days of the incident/problem.

Regional Problem Solving Team

The Regional Problem Solving Team (RPST) is an important element in the resolution process. Every effort should be made to reach a satisfactory solution, and it is expected that few problems will remain unresolved at this level.

The RPST will consist of an equal number of qualified representatives designated by the Union and the school or administrative department.

It is recognized that an integral part of consensus building is the identification and objective evaluation of information and facts relevant to an issue being discussed. This joint endeavor will be carried out by two members of the RPST, one representative of the Union and one representative of the University. The RPST should be encouraged to seek additional resources as necessary and appropriate in addressing a specific problem. An appropriate summary of the proceedings should be kept by the RPST.

In the interest of effective communication it may be desirable to have one Union and one University representative serve on both the RPST and the JC of the school or administrative unit. However, this is left to the respective parties to decide in each work community. If the RPST finds a recurrent problem which it believes requires review at the JC level, it will refer the policy aspects of such matter to the JC.

In the event consensus cannot be reached within the RPST, the unresolved individual problem will be referred promptly to the University Problem Solving Team. Normally, a party seeking further review of a problem should notify the UPST within ten days of the completion of the RPST process.

University Problem Solving Team

In support of the RPST, the Union and the University will provide a University Problem Solving Team (UPST) of experienced persons. The mem-

bership of the UPST will consist of an equal number of representatives from the Union and the University whose primary responsibility will be to the UPST.

The function of this group will be to augment the work of the RPST and to support the concept of local problem solving. Designated members of the UPST will confer with the RPST to determine the nature of the unresolved issue. They may conduct appropriate inquiries to assist in the resolution of the issue by consensus. The UPST will prepare a summary of its activities in each case. Normally, UPST cases should be completed within 45 days of the referral. (Note: Some cases may last longer for specific reasons.)

Mediation to Final Conclusion

If the problem remains unresolved after all these efforts have been exhausted, the Union or the University may request the assistance of a mediator acceptable to both parties to the Agreement. The objective of the mediator will be to seek a fair and equitable solution which takes into account the needs of the employee and the University.

The mediator may make recommendations for the resolution of the problem and, if a consensus is still not reached, will make a final decision. However, the mediator will have no authority to make a final decision on any matter which does not involve the interpretation or application of the terms of the Agreement including the provisions of the Manual determined to be arbitrable.

The University and the Union will work closely with the mediator in this process, and all reasonable resources will be made available.

JOINT TRAINING

The Union and the University will jointly train facilitators to assist the JCs and will provide basic training for RPSTs. In addition, the Union and the University will develop a range of supplemental training programs from which the RPSTs and JCs may select.

TIME ALLOCATION

The parties agree that the activities of the JCs and the RPSTs will require a reasonable time away from other work duties. Scheduling will be mutually agreed upon between the employee and supervisor and will reflect an appropriate balance of all work commitments.

It is agreed that generally no more than 4 hours per month will be required for JC activities.

It is recognized that the amount of time needed for the RPST will vary from one school or administrative unit to another and also from one month to

another, dependent upon the type of problems or issues which may arise. The parties accept the principle that the number of RPST participants will be adjusted to prevent an unreasonable burden being placed on any given employee or work unit. In extraordinary circumstances requiring unusual time commitments, the school or administrative unit and Union will review the situation and alter the number of members serving on the RPST or determine another appropriate solution. Apart from the above, the parties have agreed that additional release time of one day per month for members of the HUCTW Executive Board and two hours per month for HUCTW Joint Council team leaders would be appropriate in support of our joint processes.

ARTICLE II - WORK SECURITY

Philosophy & Goals

The University and HUCTW share a commitment to work security.

We believe that this commitment will create a more productive and challenging workplace where change represents opportunity rather than a threat. We look forward to an environment where personal growth and the building of new skills are continuous, and constructive changes are embraced without fear.

Ongoing staff member employment is an important University goal and should be maintained in situations such as those which occur because a grant ends, when a department restructures, or when other changes make the future of particular positions uncertain.

Based on their history of proven contributions, displaced staff members will be given hiring preference over outside candidates for any vacant job for which they are suitably qualified.

Administration

A joint Work Security Committee composed of an equal number of management and HUCTW representatives will be established. The primary function of the Committee is to provide an effective process for achieving work security goals consistent with the mission of the University. To perform this function effectively, the Committee will:

 Meet regularly to review University-wide information and data regarding layoffs and placement and/or rehire of layoff candidates at the University, including an analysis of local trends relating to schools and/or departments at the University, both current and projected and to report back to the University Joint Council and the University community.

- Develop and review case management best practice guidelines and materials, including guidelines regarding appropriate job families and/or positions for which layoff candidates should apply.
- · Develop joint training programs and materials for case management.
- Intervene with school or administrative department human resource officers
 where apparent action or inaction on the part of that unit is impeding expeditious job placement as provided above.
- In cases where disagreement arises at the local level, the Committee may authorize the continuation of wages and benefits for up to three (3) months where appropriate.
- At the Committee's discretion, authorize the extension of wages and benefits for up to three (3) months beyond the initial three (3) month work security period provided for in the Personnel Manual. Any decisions to extend wages and benefits will be funded through the central funding of the Joint Work Security Committee as provided for in the Side Letter regarding the Joint Work Security Committee.

Hiring

In addition, the Committee will:

- articulate goals with respect to work security, case management and the placement of layoff candidates; and
- participate in the design of programs and processes to promote those goals within the Harvard community.

ARTICLE III - EDUCATION AND CAREER DEVELOPMENT

As members of a learning community, the University and HUCTW place a high value on training and education. In that spirit, the University and the Union share a commitment to making Harvard a workplace where all staff members have rich, plentiful opportunities for learning and skill development, whether for enhancement of a current job, for career growth or advancement, or for general professional and intellectual betterment. Employees should seek out, and the University and its schools and administrative units should support and encourage, participation in a wide range of career development activities including: job training and skill building, job enhancement, the pursuit of formal education, and opportunities to transfer within the University.

To that end, the University and the Union agree to the creation of the Harvard Academy of Workforce Education. The purpose of the academy will be to evaluate and strengthen the professional development programs available to Harvard staff.

An Academy Steering Committee will be formed, with administrative and HUCTW representatives, as well as faculty members specializing in adult learning and workforce development. The Academy Steering Committee will begin meeting as soon as possible, with a goal of establishing the Academy on January 1, 2002.

The Academy, under the leadership of the Steering Committee, will focus on three primary activities:

- the assessment of training and skill-building needs in the Harvard workforce, evaluation of current professional development programs, and recommendation and institution of new programs;
- creation of a University-wide information clearinghouse, accessible to all staff, on existing programs and resources both inside and outside of Harvard, as well as a set of related policy guidelines for staff and their supervisors;
- communication and outreach, to promote participation in workplace learning and training opportunities for all Harvard staff.

In the area of new program development, the University and the Union have agreed to make new programming available to HUCTW members in several areas, including:

- Basic literacy, ESL and GED skills, via an expansion of the University's Bridge program; and
- Adult basic education or "brush-up" training, for staff members desiring improved writing, quantitative and beginning computer skills.

Further, a program of "soft skills" training, in areas such as communication, meeting skills, public service, counseling, problem-solving and negotiating skills, will be considered by the Academy Steering Committee.

The Union and the University recognize the complexity of balancing work schedules with the flexibility often necessitated by education or training of staff. However, in many cases, staff members will need time away from their regular work duties to participate in professional development activities. Cooperation between staff members and managers in scheduling is therefore critical to making workforce learning opportunities real and accessible, and requests for time away from regular work duties to participate in professional development may not be unreasonably denied.

The University and the HUCTW share a commitment to joint labor/management training for members of joint councils, problem solving teams, joint committees and others as well as a commitment to exploring issues of workplace design, as currently manifested in the "New Work Systems at Harvard (NWSH)" project. Funding for such training and NWSH shall be in the

amounts of \$300,000, \$315,000, and \$335,000 respectively for each fiscal year beginning July 1, 2004, 2005 and 2006. Funds not utilized in any fiscal year shall be carried over to the next fiscal year.

A joint Steering Committee was established, consisting of equal numbers of designees of the University and the Union, to monitor the implementation of policies and principles set forth in this Article. The Committee functions by consensus and consults the University Joint Council in the event of difficulty reaching consensus.

Training

The Union and the University have a strong mutual interest in the education and career development of workers. The Union and the University agree to establish a Joint Committee on Education and Career Development to engage deeply in a partnership to plan for and carry out the most effective means of delivering first-rate programs of training, education and personal development.

The Committee will undertake a serious review of the state of training for union members, including but not limited to studying best practices at other universities and corporations; assessing the current state of employee training and development for union members; anticipating future skill needs; proposing programs and services to improve Harvard's offerings; monitoring members' attendance at, and response to, the University's offerings; determining ways to measure the success of training programs and the return on investment in training; suggesting and co-developing curricula; establishing jointly offered courses in Problem-Solving, Labor-Management Relations, and Financial Planning, including planning for the education of dependents and for retirement; evaluating and understanding obstacles to member participation in education and development programs; reviewing the cost structure for University offerings; and advocating for increased attention to worker education and training.

Training opportunities offered in the University as a whole, whether centrally or locally, will increase or remain substantially the same for the duration of this Agreement.

Local and central programs will be responsive to mutually identified training needs.

Release time mutually agreed upon by the supervisor and employee may be provided for job-related or development-oriented training programs.

Transfers

To be eligible to transfer, an employee must have been in his/her current position for at least six months on the regular payroll and be meeting current job standards.

Transfer candidates will receive preference when the decision to hire is between equally qualified internal and external candidates bearing in mind considerations of affirmative action.

All transfer candidates will receive timely and appropriate information and appropriate feedback on a decision not to interview or not to hire.

Educational Assistance

The Tuition Assistance Plan and fees as described in the TAP brochure of April 2003 will continue to be in effect with the following changes:

- After one year of service, employees are eligible to take two Harvard courses per term (or any combination of 8 credits per semester) under TAP.
- A staff member with two or more years of continuous service is eligible for up to three hours per week of released time (proportionately less for parttime staff), provided that s/he has made arrangements with his/her supervisor.
- TAP will reimburse staff members with at least six months of service for 75 percent of the cost of a non-Harvard course per term up to maximum of \$5,250 per calendar year (July 1 through June 30).
- A financial aid fund, administered by the joint Steering Committee, will be continued in an amount equal to the lesser of fifty percent (50%) coverage of eligible courses or \$210,000, \$220,000, and \$230,000, for each of the fiscal years beginning July 1, 2004, 2005, and 2006. Priority recipients should be employees in development-related degree or certificate programs, and employees working in remote locations, for whom courses at Harvard may be difficult to attend.
- The TAP committee has included and will include representation by HUCTW members.

Performance Development Committee

The parties share a commitment to each employee's career development and open, two-way communication between employees and supervisors. Accordingly, a Joint Committee on Performance Development will be created to study various methods of performance development, including so-called 360-degree reviews. By the end of FY 2005 this joint committee will recommend how the Union and University can jointly implement an approach to performance development by the end of FY 2006.

ARTICLE IV - AFFIRMATIVE ACTION AND NON-DISCRIMINATION

Harvard and HUCTW are committed to providing equal employment opportunity and to eliminating discrimination in employment.

Harvard University is an equal opportunity, affirmative action employer. In order to comply with the applicable federal and state laws, the University must meet specific posting and reporting requirements to make certain that there is no discrimination in the employment or treatment of qualified employees based on race, color, sex, creed, age, national origin, handicap, or status as a Vietnam era or disabled veteran.

It is the desire of both parties that all employees be accorded fair, equitable, and open treatment. No employee should be discriminated against in the workplace because of his/her political beliefs, sexual orientation, happenstance of birth, medical history or status, parental status, or any other reason that is not reasonably related to job performance. All members of the Harvard community are expected to act in accordance with the spirit of this policy as well as the requirements of law.

This agreement recognizes that diversity enhances the quality of life at Harvard, and that active outreach to the community benefits both the University and its surrounding community.

A subcommittee of the University-wide EEOC will be established for the purpose of promoting affirmative action and anti discrimination initiatives as they relate to this bargaining unit, one member of which would also be a member of the University-wide EEOC.

The subcommittee will prepare a pamphlet, which describes mutual objectives and recommendations regarding training, recruiting, hiring, retention and career development to be considered by the parties.

The subcommittee will receive and review statistics and reports regarding equal opportunity and affirmative action in the bargaining unit.

In consultation with the Joint Councils, the subcommittee will identify and recommend programs aimed at enhancing affirmative action.

ARTICLE V - HIRING

Each year hundreds of support staff hiring decisions are made at our University. The quality of these decisions significantly affects the organizational climate in the work community and the University's success in achieving its mission of excellence in teaching and research. The parties find the following general principles desirable and effective in the hiring process:

 Initially, it is understood and reaffirmed that negotiated understandings in the current Agreement must be appropriately applied in the hiring process. These must be considered carefully in every hiring decision. To illustrate for emphasis:

- Article IV (Affirmative Action and Non-Discrimination) "Harvard and HUCTW are committed to providing equal employment opportunity and to eliminating discrimination in employment."
- Article II (Work Security) States that "based on their history of proven contributions, displaced staff members will be given hiring preference over outside candidates for any vacant job for which they are suitably qualified."
- Article III (Education and Career Development) Provides that "transfer candidates will receive preference when the decision to hire is between equally qualified internal and external candidates bearing in mind considerations of affirmative action."
- 2. In consultation with the Union the University will provide support, through training or on-the-job mentoring, to those responsible for hiring of support staff in such illustrative areas as the following: (a) legal requirements, (b) HUCTW contractual constraints, (c) identification of critical skills needed and those possessed and demonstrated by the candidates, and (d) most difficult, yet important, the assessment of motivation, character, potential for growth and ability to work successfully within a work group.
- Among procedural steps recommended to insure a respectful interviewing and hiring process for internal and external candidates are the following:
 - · receipt of applications are to be acknowledged.
 - whenever possible candidates should receive periodic information about the timing and status of the hiring process.
 - if requested, an internal candidate will be given reasons why s/he was not offered an interview or position.
- 4. To implement effectively the stated contractual goals of career development and growth for support staff, career counseling will be provided and training will be available for strengthening interviewing skills and for resume preparation.

ARTICLE VI - FLEXIBILITY

Workers and managers are encouraged to approach issues in the workplace with a sincere effort to understand the variety of responsibilities in people's lives, and to work toward reasonable accommodation of these needs balanced with the needs of the department.

Flexibility in the workplace is possible when workers and managers are engaged in honest, open and ongoing communication with each other, when

there is mutual commitment to the needs of the University, and where individuals are respected and trusted. Staff and supervisors are encouraged to jointly explore ways to meet workplace needs and to respect the important and critical dimensions of people's lives outside the workplace. All needs should be considered when exploring ideas of flexible scheduling.

Examples of flexible scheduling may include: modified work or lunch hours, compressed work weeks, part time schedules and job sharing. Workers and supervisors are encouraged to seek assistance from all available resources in developing flexible arrangements. Resources can include, but are not limited to, human resources offices, union representatives, the Office of Work/Life Resources and Regional Problem-Solving Teams (RPSTs).

ARTICLE VII - HEALTH AND SAFETY

Harvard University agrees to fulfill the responsibilities specified below in order to establish and maintain a safe and healthy workplace. Employees are expected to observe established policies and accepted safe work practices in the workplace. The following practices will be part of an effective health and safety policy:

Timely Investigation: The University explicitly recognizes its obligation to investigate in a timely manner any clear or apparent health or safety risk, and it will take appropriate remedial action.

Safe Work: The University should not require any employee to perform a task that endangers his/her health or safety. Where potential risks exist, employees should receive appropriate training.

Information: The University should make readily available information on any hazardous materials used by or in the vicinity of employees. In addition, information concerning procedures and techniques to be used in handling such materials will also be readily available. This requirement applies whether such materials and procedures are used routinely or on a temporary basis.

Employee Participation: Active participation by employees in the prevention, identification, and resolution of health and safety problems is a vital part of an effective health and safety policy. Where technological changes are concerned, affected employees should be informed as soon as possible of plans to introduce or alter automated systems. The opinions and advice of the employees who will regularly use such equipment and systems should be solicited in the planning and selection process.

Training/Education: The University and Union should work together to create and implement safety orientation programs for new and transferring employees. Timely and appropriate training must be provided to accommodate changes in equipment or practice.

Area Safety Committees: It was agreed that, in order to enhance communication, promote awareness, and encourage participation, Safety Committees be established where appropriate. A Committee responsible for issues of environmental health and safety was designated in each school and administrative unit. The number, composition, and frequency of meeting was agreed upon by the primary Joint Council representing each school and administrative unit.

University-Wide Committee: A University-wide health and safety committee was formed with representatives from the Union and the University in equal numbers. The Director of the department of Environmental Health and Safety co-chaired the committee with a member of the Union. Members of this committee were allotted a maximum of five days of training on release time per year. The charge of the committee was to recommend topics for health and safety training and orientation and to promote the exchange of information regarding safety programs and their implementation in operating units. The committee was also given the authority to review and analyze reports and statistics related to occupational injury or illness of bargaining unit members.

Mediation to Finality: Should a dispute develop over the responsibilities of the University in this Article that proceeds to mediation to finality under this Agreement, the laws and government regulations where applicable will be used to provide guidance to the mediator, but they may be exceeded for reasonable and appropriate reasons. (See Manual; Health and Safety.)

ARTICLE VIII - PENSION

 Effective July 1, 2002, Harvard will implement a new retirement program for HUCTW support staff. The new program is a defined contribution plan, which will be funded entirely by Harvard.

Under the new defined contribution plan Harvard will contribute an amount equal to a percentage of an employee's salary, which percentage is determined by the employee's age and salary. The plan is an individual investment arrangement and each participant will direct how his/her contribution will be invested in the same array of funds as are available to the faculty. Effective July 1, 2002, the default investment fund for HUCTW staff members will be the TIAA Traditional Annuity Fund.

The contributions made by Harvard will be determined as follows: under 40 years of age and up to the social security wage base - 5%; under 40 years of age and above the social security wage base - 10%; 40 years of age and above and up to the social security wage base - 10%; and 40 years of age and above and over the social security wage base - 15%.

All HUCTW employees hired before July 1, 1996 are grandfathered in the 1989 Staff Retirement Plan, and will retain the defined benefit under that plan as a minimum guarantee.

- 2. Effective July 1, 2001, HUCTW staff members hired on or after July 1, 1996 will be subject to a three year vesting period and will retain any vesting credit they have under the existing plans.
- All future credits will accrue as defined above and will be fully portable on termination of employment or retirement, after three years of service.

ARTICLE IX - RETIREE MEDICAL

Effective July 1, 1995 - Eligibility will be tied to age and length of service as follows: Employees qualify for medical and dental benefits if, at retirement they are at least age 55 and have 10 or more years of pensionable service with Harvard and the sum of their age and service is at least 75. (Note-Employees continuously employed at Harvard since before January 1, 1986 do not have to meet the age 55 requirement.) Effective January 1, 1996 -Early retirees (employees retiring between age 55-64) who meet Harvard's eligibility requirements may continue to participate in Harvard's health plans under the same cost sharing arrangements as those for active employees until they reach age 65.

Medex 3 and other HMO senior plans will be available to retirees age 65 and older.

Those employees retiring on or after January 1, 1996 will be responsible for a share of their premiums. The University contribution will vary depending on length of service over the retiree's Harvard career as follows:

Length of Service	. Harvard Contribution		
10 years		50%	
29 years		80%	

Harvard's contribution will increase 3 percentage points for every year of service between 10 and 20 years.

Retirees over the age of 65 who elect to receive medical care from UHS will be covered for the same Medex 3 benefits as other Medex 3 subscribers.

Effective July 1, 1999 - those who retire January 1, 1996 or after, Harvard's commitment to pay the costs of medical care for each retiree and spouse age 65 and over will grow at a rate of 1 percentage point less than the rate of growth in the Medex 3 premium.

ARTICLE X - HEALTH

1. Short Term Disability: Harvard University has implemented a short

term disability salary replacement program effective as of July 1, 1989. Following a 10 consecutive working day waiting period per disability, a disabled employee is eligible to receive compensation equal to 70 percent of the employee's base rate of pay until the employee has been absent for a maximum period of 6 months in any 12 month period. After an employee has completed 7 full years of service, and such employee is necessarily away from work at least 10 consecutive working days, the employee is eligible to receive short term disability compensation equal to 100 percent of an employee's base rate of pay of up to 6 months in any 12 month period. In addition to the 10 consecutive working day waiting period, employees are required to spend down sick leave banks to 40 days-but use no more than 25 sick days during any one disability leave—before the benefit can be used. In any case, an employee's accumulated sick time may be used to satisfy the waiting period requirement. In addition, medical certification will be required, and medical re-certifications are required every 60 days. The University may require employees on short term disability to participate in an independent medical examination. No benefits will be paid under the program for absence due to work-related injury covered by Workers' Compensation. The cost of the program will be borne by the University.

The University and HUCTW have agreed that the interests of both the University and the employees are better served through sound administration of the Short Term Disability Program. In this regard the parties have pledged their support of a strong program of claims administration which provides for timely processing of benefits to employees who are unable to work due to disability and which facilitates their return to work at the earliest time through appropriate case management.

In addition the University and HUCTW encourage the use of temporary modified work or light duty programs which will assist employees in returning to the work community by providing modification of duties or in some cases work schedules consistent with recommendations from attending health care providers in order to achieve full recovery within a reasonable time frame. A program which appropriately integrates short term disability benefits with modified work schedules will be developed by mutual agreement between the University and HUCTW.

2. Long Term Disability Plan: Staff members who are on a regular payroll and working at least 17 1/2 hours a week, or who receive an annual Harvard salary of at least \$15,000, are eligible for total disability coverage. Staff members earning less than \$15,000 a year are eligible to participate in the plan after one year of continuous service and, should they elect to participate, the University will pay the full cost. Staff members earning at least \$15,000 a year are eligible without a waiting period and pay a premium based on salary. Application to participate in the Long Term Disability Plan must be

made within 30 days of employment or notification of initial eligibility, if later. Otherwise, applications can be filed only during the annual open election period in the Fall and will be effective the following January 1. Except for those who elect disability coverage during the initial enrollment period, staff members will be subject to a one year preexisting condition exclusion.

A. Plan benefits are as follows:

- Six months after the onset of total disability, a staff member is eligible to receive a monthly payment equal to 60 percent of salary in effect as of the onset of disability, reduced by benefits payable by Social Security and workers' compensation, if applicable;
- 2. Continued participation, without premium charge, in Harvard's group life insurance, health, and dental plans if the staff member had elected coverage and was enrolled in those plans at the onset of total disability (health plan participation is restricted to the plan selected by the staff member and in effect at onset, regardless of changes in family status or open enrollment periods); and
- Continued pension credit based on full salary in effect at onset of total disability.

Income continuation during the first six months of disability is provided through sick pay and short term disability programs. Long Term Disability Plan payments will continue to the end of total disability or the staff member's normal retirement date, whichever occurs first.

B. Applications for Long Term Disability Plan benefits are normally made by a letter to the Disability Claims Unit of the Flexible Benefits Administration Department. The letter requesting that the staff member be considered for eligibility for benefits should be submitted as soon as it becomes apparent to the department that the staff member is unable to perform job duties and responsibilities in a satisfactory manner because of a medical disability but no later than three months from last date worked. The date of the onset of disability (generally the last day worked) and the date on which sick pay ends must be included in the letter.

The staff member may also initiate a claim for Long Term Disability Plan benefits by contacting the Disability Claims Unit.

C. In order for a staff member to be eligible for benefits under the Long Term Disability Plan, s/he must be an employee of Harvard University and covered under the plan at the onset of total disability. Staff members have one year from the onset of total disability to submit a claim for Long Term Disability Plan benefits whether or not s/he is still employed by Harvard at the time the claim is submitted. A staff member's claim for and/or eligibility for Long Term Disability Plan benefits does not affect

any decision or policy regarding whether his/her position remains open during any absence on account of disability.

- 3. Joint Benefits Committee: During the 1995 contract negotiations the University and HUCTW agreed to the formulation of a Joint Committee on Benefits consisting of HUCTW representatives, faculty members and senior level administrators to advise the Provost, Deans, and Vice Presidents on University-wide fringe benefits policies as they relate to members of the Harvard community covered by the collective bargaining agreement between Harvard University and HUCTW support staff. Specifically the committee charter is as follows:
- A. Examine the objectives and designs of the benefits programs for support staff covered by HUCTW agreement, and monitor their performance in light of the need of individuals, the institution, and its constituent parts.
- B. Within the limits of resources available for benefits programs, from time to time recommend amendments to existing programs, or new programs, to respond to changes in laws and regulations; needs of support staff; competitive conditions; institutional priorities and constraints.
- C. Regularly review the financial status of benefits programs for HUCTW represented support staff and recommend measures for maintaining fiscal balance within the fringe benefits pool.
- D. Provide guidance to the University Office of Human Resources on relevant administrative and procedural matters and on communications issues concerning benefits as they relate to support staff.

The Joint Committee on Benefits shall be limited to 10 members and shall meet at reasonable intervals and for reasonable periods of time as appropriate and as determined by mutual agreement. Appropriate resources required to facilitate discussions shall be identified by mutual agreement.

- 4. <u>Dental</u>: The dental plan offered is Delta Dental. Harvard's percentage (65%) contribution to the dental plan will be equal for individuals and for families but may be adjusted pursuant to the Letter of Agreement dated January 15, 1997.
- 5. <u>Health</u>: Harvard offers an array of health plan choices. Harvard's contribution to those plans will be a dollar amount equal to a percentage of the cost of the lowest-cost plan. The percentage contribution (Tier I: 85% (Annual Salary < \$55,000); Tier II: 80% (Annual Salary \$55,000 \$80,000); Tier III: 75% (Annual Salary > \$80,000)) for health plans will be the same for individuals and for families but may be adjusted pursuant to the Letter of Agreement dated January 15, 1997.
- 6. Qualified Domestic Partners: Harvard and HUCTW agree that employees in committed same-sex domestic partner relationships qualify for family health insurance coverage. Employees who want to obtain health and/or dental benefits for their same-sex domestic partner must first register their part-

nership with a municipality offering a formal registration of domestic partnerships. Further information about domestic partner coverage should be obtained from the Benefits Office.

ARTICLE XI - SALARY PLAN AND ADMINISTRATION

The University and HUCTW have agreed upon a salary plan and its administration that is made a part of this Agreement. The main features of the salary plan are described as follows:

- 1. The current job classifications are assigned to 9 grades numbered 47U through 55U.
- 2. The minimums and maximums of each grade will be increased by 3.5 percent November 15, 2004, July 1, 2005, and July 1, 2006.
- 3. The width of each salary range, from minimum to maximum, will be 45 percent in grade 47U increasing to 56 percent in grade 55U.
- 4. The salary ranges for each grade are included at the end of the Agreement.
- No employee shall be paid below the minimum salary of his or her job classification.
- 6. Employees may be hired at any point in the salary range.
- 7. The salary program will be provided as follows:

Structure Increases

Structure increases shall be awarded effective on the following dates as qualified below:

November 15, 2004 2%

All employees in the bargaining unit on the active payroll November 15, 2004 shall receive a salary increase of 2 percent November 15, 2004.

July 1, 2005 2%

All employees in the bargaining unit on the active payroll as of July 1, 2005 shall receive a salary increase of 2 percent July 1, 2005.

July 1, 2006 2.5%

All employees in the bargaining unit on the active payroll as of July 1, 2006 shall receive a salary increase 2.5 percent July 1, 2006.

Progression Increases

Effective November 15, 2004, July 1, 2005 and July 1, 2006, employees whose salary is less than the maximum rate of the employee's salary grade and who have completed at least six months of benefits eligible service at the University shall receive annual progression increases or annual progression bonuses (or a combination thereof) as set forth in the Progression Schedules

in Appendix "A" of this agreement. Such employees whose salary is at or above the maximum rate of the salary grade shall receive a pensionable progression bonus (which shall not increase the employee's base rate or be included in the calculation of any other benefits). Such bonuses shall be proportionally reduced in the case of eligible part-time employees.

Progression increases shall be awarded on the following effective dates: Those employees in the bargaining unit on the active payroll as of the first work day following the observed July 4th holiday, will receive a progression increase.

November 15, 2004

Bargaining unit employees on the active payroll as of November 15, 2004 who have completed at least six months of benefits eligible service at the University will receive a progression increase or progression bonus (or a combination thereof) according to the provisions above.

July 1, 2005, and July 1, 2006

Bargaining unit employees on the active payroll as of these dates who have completed at least six months of benefits eligible service at the University will receive a progression increase or progression bonus (or a combination thereof) according to the provisions above.

A progression increase may not cause an employee's salary to exceed the maximum rate of his or her salary grade. If an employee whose salary is less than the maximum rate of his or her salary grade is otherwise eligible for a progression increase which would cause the employee's salary to exceed the maximum rate for the salary grade, such increase shall be limited to the amount that would cause the employee's salary to equal the maximum rate for the salary grade, and the excess amount of such increase shall be converted to a progression bonus (in an appropriate percentage) and paid to the employee accordingly.

Progression increases may be deferred or withheld altogether in cases when an employee has serious and/or continuing performance difficulties. The decision to withhold a progression increase is a serious matter that a supervisor should fully discuss with the employee. Particular emphasis should be focused on finding ways for the employee to improve job performance.

It is not necessary for formal disciplinary actions to have been initiated prior to withholding a progression increase. However, in normal circumstances, supervisors should inform employees of their decision to withhold a progression increase at least 60 days in advance. Such a decision should not come as a surprise to the employee and is subject to problem-solving procedures at the request of the employee.

Other Increases

Salary increases for other reasons may be granted at any time, subject to policy and approval requirements established by local units and the

University. At a minimum, proposed increases must be discussed with and approved by the local personnel office responsible for the area.

Job Classification

Each clerical and technical position has been assigned a job title and classified to one of the nine salary grades in the job classification system (see grid in the Appendix). These assignments reflect judgments about the degree of skills, abilities and special training required to perform the job's duties and responsibilities, and the complexity and value of the job relative to others performed at the University. Effort required to perform the job and conditions under which an employee would regularly work are also considered. In addition, classification decisions need to consider and react to local market factors in order for Harvard to attract and retain qualified staff. Maintaining fair and equitable classifications of all jobs at Harvard is the objective of this process.

Job Reclassification

People and jobs are not static. They change constantly; sometimes gradually and sometimes rapidly. In order to keep up with these changes, job descriptions should be reviewed periodically and revised to reflect current responsibilities. Local managers are primarily responsible for ensuring that job classifications of individuals in their area remain fair and equitable and properly reflect the duties and responsibilities assigned to them as well as the skills and effort required to do their job.

Whenever there have been substantive, measurable changes in a job's content and responsibilities, which cause the job to appear inappropriately classified, a reclassification review should be initiated.

These reviews may be requested by a supervisor, a personnel officer or an employee. Regardless of who makes the request, it is important that the request be dealt with promptly and thoroughly. Ordinarily, the reclassification decision should take no longer than four weeks from the time it is submitted to a local personnel office. In cases where an employee has made the request, the personnel officer or supervisor should keep her or him informed of the review's status, including a general sense of when a decision can be expected.

The University Joint Reclassification Committee, composed of equal representation from the Union and the University, will review and assist in the resolution of cases not settled at the local level. The joint team shall be the final arbiter of reclassification disputes not settled at the local level. No such disputes shall be settled except by consensus of the joint team and such decisions achieved by consensus shall be binding on all parties. The joint team

may at its discretion alone utilize technical studies or mediation in reaching its consensus.

The specialized joint team will also review and study the current reclassification application form, and the job titles, generic job descriptions, and assignments of job titles to salary grades in the job classification system, and suggest changes.

Normally, a salary increase should be granted when a person is promoted or reclassified to a higher grade. The amount of the increase should reflect the employee's skills and experience in relation to those required for the position, and in relation to those of others who work in their unit. It should also reflect the difference in salary level of the old and new job.

An increase or advancement to a higher grade will not affect the employee's eligibility for structure or progression increases.

An individual employee may be required in the performance of a job to utilize significant, specialized skills, or a distinct body of knowledge which are wholly separate from and clearly exceed the skills and knowledge required by the basic job classification and salary grade to which the staff member is assigned. For such an individual, a Specialist suffix may be attached to the assigned job classification. Examples of skills and responsibilities which would make a Specialist suffix appropriate are:

- technical skills, such as fluency in a foreign language, facility with a highly specialized computer program, or other areas requiring extensive technical training;
- application of group leader skills (overseeing work flow, scheduling and distributing workload; training less experienced staff, etc.), or otherwise playing a central role in group work processes.

The Specialist suffix will be attached in the following circumstances and with the following understandings:

A specialist classification will be one salary grade higher than that for the assigned basic classification. Documentation of requests for assignment of a Specialist suffix to a job shall be rigorous. All such cases must include completion of a Position Description Questionnaire (PDQ). Requests for Specialist classification must be approved by a senior officer of the staff member's school or department after which they will be forwarded to the University Joint Reclassification Committee (UJRC) for agreement of the UJRC. It is further agreed that any such reclassification of an employee will not serve as a basis for a claim on the part of any other individual for reclassification, and such reclassification determinations are not subject to the problem-solving process outlined in Article 1.

ARTICLE XII - DEPENDENT CARE AND FAMILY POLICY

The care of children and elders is increasingly recognized as an issue affecting the workplace.

Use of sick days: An employee may use up to twelve sick days a year for the care of ill dependents. (See Manual; Sick Pay.)

Maternity Leave: A 13-week leave period is provided for birth and adoptive mothers with assurance of return to the same position. If eligible for any of the following entitlements, a combination of accrued sick days, 8 weeks of short term disability (pay determined by length of service), 4 weeks paid leave (pay determined by length of service), vacation time and personal days, as well as unpaid leave may be used, up to a total of 13 weeks. Sick days and short term disability are available for the period of time when an employee is physically unable to work because of childbirth. An additional unpaid leave of absence may be available, but without a guarantee of return to the same position. (See Manual; Family Benefits.)

Parental Leave: A 4 week leave period with pay (determined by length of service) is provided for birth and adoptive parents and birth fathers. In the alternative, birth fathers and adoptive parents are eligible for one week of paid leave at 100% salary. (See Manual; Family Benefits.)

Adoption Assistance Fellowship: The University has agreed to the establishment of a separate fellowship program to provide for adoption assistance and adoption assistance will be awarded at the rate of \$5,000 per qualifying adoption for fiscal years beginning July 1, 2004, 2005, and 2006 respectively. The fellowship program administration shall be by mutual agreement between HUCTW and the University.

Fellowships for Day Care: The University will contribute the amounts of \$470,000, \$495,000 and \$525,000 for the fiscal years beginning July 1, 2004, 2005, and 2006, respectively, toward fellowships for day care, at centers and at licensed family day care providers, and for enrichment programs for children of employees in the bargaining unit. The fellowships are not limited to Harvard sponsored centers. The fellowships will be awarded to children in amounts inversely related to household income and in accordance with financial need. The University and the HUCTW will jointly select an administrative agency to receive applications and make the awards.

Eligibility for Parents In A Pinch: Effective July 1, 2001, HUCTW employees will be eligible for the services of Parents In A Pinch, Inc. for child and adult care at Harvard's reduced corporate rates. Eligible employees may use of to 85 hours total of the service at the reduced rate for the fiscal years beginning July 1, 2004, 2005, and 2006, respectively.

Work and Family Advisory Committee: The University has established a Work and Family Advisory Committee to review and support as appropriate

work and family issues across the Harvard Community. Effective July 1, 1995 HUCTW shall have two representatives assigned to the Committee.

Work and Family Initiatives: The University and HUCTW have agreed to support discussions at the local joint council level regarding work and family issues as they relate to the local workplace. Accordingly local joint council co-chairs shall be invited to participate in a joint training initiative on the subject of work and family to facilitate such discussions. Attendees of the training will be encouraged to study this issue locally, identify potential support programs where appropriate and report findings to the University Joint Council.

Joint Study: The University and HUCTW jointly developed a Dependent Care Survey addressed to all elements of the Harvard community during their 1989 negotiations. The University and the Union jointly selected a committee of experts and community leaders to review the survey results, to assess the problems and services in the greater Boston area, and to consider means to provide quality care at lower costs, recognizing a role for households, community groups, employers, and governments.

A Project Development: Harvard University over recent years has taken the leadership to develop a group of separate child care centers under the management of independent boards, and it plans to develop more centers. The University and the Union will jointly explore cost-effective and practical means to expand the number of child care centers for bargaining unit employees and members of the community.

Elder care: The University and HUCTW will enhance the information on referral services available for elder care.

ARTICLE XIII - JOINT HOUSING AND TRANSPORTATION

The parties share a strong commitment to exploring creative ways to address the economic pressures associated with working and living in the greater Boston/Cambridge area. Specifically, the parties jointly share the goal of establishing meaningful programs aimed at assisting employees with their housing and commuting arrangements. In order to achieve such goals, a Joint Committee on Housing and Transportation will commence working on these important issues by August 1, 2004. Some of its initial, primary goals will include, but not be limited to the following:

- Establishment of a no-interest loan program for rental housing transitions;
- Creation of Homebuyer Education and Resource Workshops:
- · Creation of Rental Education and Resource Workshops;
- · Availability of professional advice on housing options;

- Review of policies on affiliated housing as they affect staff, and recommendation of changes to Harvard Real Estate Services; and
- · Participation in planning for new affiliated housing opportunities.

ARTICLE XIV - UNION SECURITY

- 1. Any employee who is a member of the Union on the date this Agreement is signed shall for the term of this Agreement, and as a condition of continued employment, either (i) voluntarily remain a member of the Union in good standing, or (ii) pay a monthly agency fee to the Union.
- 2. Any employee who is not a member of the Union on the date this Agreement is signed shall, as a condition of continued employment, either (i) voluntarily become and remain a member of the Union in good standing, or (ii) pay monthly agency fees to the Union, beginning not later than the 30th day following the date this Agreement is signed or the end of his or her orientation and review period, whichever is later.
- 3. Any employee hired after the date of signing of this Agreement shall, as a condition of continued employment for the term of this Agreement, not later than the end of his or her orientation and review period, either (i) voluntarily become and remain a member of the Union in good standing or (ii) pay monthly agency fees to the Union.
- 4. The University will deduct the monthly dues payable to the Union from the salary of each employee in the bargaining unit who has become and remains a member of the Union, and will deduct a monthly agency fee from the salary of each employee who is required by this provision to pay such a fee. Such salary deductions shall only be made in respect of those employees for whom the University receives written authorizations signed by the employees in a form satisfactory to the University.
- 5. The Union will inform the University of the amount of Union dues or agency fees which are to be deducted. Any such agency fee will be determined by the Union in accordance with applicable law. The Union undertakes not to change its dues requirements during the life of this Agreement save in accordance with the Union constitution. The University will deduct and remit monthly to the Union the current Union dues and agency fees deducted from employee salaries under this provision, with a listing of the employees concerned and the amounts paid in respect of each. The Union will indemnify and hold harmless the University for any action taken or not taken by the University in accordance with this Article.

ARTICLE XV - MANAGEMENT

Except as provided by the specific terms of this Agreement, Harvard University retains all its rights to administer the University, and these rights may not be limited by any awards reached through the process of mediation to finality as specified under the provisions of this Agreement.

ARTICLE XVI - STRIKES OR LOCKOUTS

In keeping with the principles outlined in the Preamble and Understanding to this Agreement, the parties commit themselves to resolving problems and differences through cooperative means that are appropriate to this University community rather than through strikes or lockouts.

- (a) During the term of this Agreement, the parties have provided extensive means for discussion of all matters that have a significant impact on employees and have provided for individual problem resolution procedures including "mediation to final conclusion" on any matter that involves the interpretation or implementation of the terms of this Agreement. Accordingly, the parties agree there shall be no strikes or lockouts or other concerted activities of a disruptive nature during the term of this Agreement. The Union and the University and their respective officers and representatives agree not to encourage any violation of this section.
- (b) In the negotiations of successor agreements, the parties affirm their determination to reach a mutual understanding through good faith collective bargaining, including voluntary mediation if suggested by either party.

ARTICLE XVII - DURATION

The provisions of the Agreement will be effective as of July 1, 2004 and shall continue through June 30, 2007.

ARTICLE XVIII - SEPARABILITY

If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be unlawful, illegal or in violation of law, the parties will confer in an effort to agree upon suitable substitution. It is agreed that the invalidation through operation of law of any provision of this Agreement shall not affect any of the other provisions:

Side Letter re Bargaining Unit Questions

The University and HUCTW recognize that certain questions regarding the inclusion in or exclusion of positions within the bargaining unit remain unresolved from prior negotiations, and that new questions arise on a regular basis. We have concluded that we would benefit from the development of a process which is designed to review and resolve these questions in an objective, fair, and timely manner. Therefore, the University and HUCTW have agreed to the establishment of a small Joint Committee on the Bargaining Unit (JCBU) comprised of an equal number of University and HUCTW representatives to address these questions.

The JCBU will establish a set of objective criteria consistent with the needs of the University and HUCTW, and legal guidelines, for determining whether a position is appropriately included or excluded from the bargaining unit. Based upon those criteria, the JCBU will review and resolve any disputed questions which are raised regarding the bargaining unit status of (i) newly created positions; (ii) current positions where there has been a substantial change in the nature of work, degree of responsibility or reporting relationship such that the position's status may be changed; and (iii) positions which remain in question from prior negotiations. It is not intended that the JCBU will examine the status of any position unless it falls into one of the above categories.

In the event that the JCBU cannot reach consensus on the bargaining unit status of a particular position, it may request the assistance of a mediator acceptable to both parties to the Agreement. The objective of the mediator will be to seek a fair and equitable solution. The mediator may make recommendations for the resolution of the problem and, if a consensus is not reached, will make a final decision. The decision of the mediator shall not be contrary to the rights of employees under the National Labor Relations Act.

Harvard University

HUCTW

BU.

Side Letter re Joint Committee on Parking

The University and HUCTW agree to form a joint committee to discuss issues related to employee parking services in the Cambridge and Allston areas that are managed by the University Parking Office.

We recognize that employee parking and transportation issues are complex, and that there are a number of regulatory and other reasons that affect policy decisions about parking services in the future. We further acknowledge that Harvard and its employees are served best through the development of transportation policies and procedures that enhance accessibility to the University. In addition, we recognize that the staff of the University are important members of the Harvard community and should be appropriately represented in the consideration of such policies and procedures.

The objective of the Committee will be to discuss parking and transportation matters that have a significant impact on staff, and it will be guided by the same principles of communication and consensus established for the Joint Councils. In its advisory capacity, the Committee will only review and discuss information about annual rate adjustments and suggest ideas to improve the efficiency of the services provided.

This Committee will consist of an equal number of representatives of HUCTW and University management, to be appointed by the respective parties. Initially there will be three participants from the union and three from management, however, this number may be adjusted from time to time, by agreement between HUCTW and the University, to achieve the objectives of the group.

Harvard University

HUCTW

Side Letter re Transfers

When a staff member experiences a loss in pay due to either a) involuntary transfer to a new position in the same salary grade or b) a transfer to a new position in the same labor grade following a lay off or a leave of absence, and the matter is brought to the attention of the Director of Labor Relations and the Director of HUCTW, appropriate salary adjustments may be affected by mutual agreement as circumstances warrant.

Harward University

HUCIW

Side Letter re Time Allocation

The parties have agreed to amend the time allocation provision of Article I of the Agreement to provide for the following:

Apart from the above the parties have agreed that additional release time of one day per month for members of the HUCTW Executive Board and two hours per month for HUCTW joint council team leaders would be appropriate in support of the above referenced joint processes.

Harvard University

HUCTW

Letter of Agreement re Article I

Notwithstanding the Time Allocation provisions of the collective bargaining agreement, the University has agreed that the Union President, one other officer of the Union to be named by the Union and the equivalent of five positions, to be used in part-time increments, will experience no loss in pay due to reasonable time away from their occupational activities for the University in the performance of representation duties provided such representation duties are confined to the administration and application of the collective bargaining agreement between the University and the Union.

Harvard University

HUCTW

Side Letter re the Joint Work Security Committee

In conjunction with the provisions of Article II of the Agreement, funding will be established to support the Joint Work Security Committee (the Committee) in its efforts to achieve work security goals consistent with the mission of the University and the Union to facilitate successful placement of qualified layoff candidates. Funding for the Committee shall be in the amounts of \$120,000, \$125,000 and \$130,000 for the fiscal years beginning July 1, 2004, 2005 and 2006 respectively. Funds not utilized in the fiscal year beginning July 1, 2004 may be carried over to the next fiscal year.

This funding may be utilized for the extension of wages and benefits beyond the initial work security period provided for in the Personnel Manual, to bridge differences in wage rates for up to six (6) months for a layoff candidate who is placed in a new position, or to otherwise address wage issues relating to placements during the work security period where authorized by the Committee.

The Committee may authorize, where appropriate, the extension of wages and benefits for up to three (3) months beyond the initial work security period provided for in the Personnel Manual. In authorizing any such extension, the Committee will consider the following:

- The job search efforts of the candidate to date, including a list of the positions at the University for the which the candidate has applied and a list of the interviews granted and held
- · The relevant employment qualifications of the candidate
- Input from the University and Union case managers
- Input from the hiring managers of the positions for which the candidate has applied

Any determination to authorize an extension of pay and benefits will be without any finding of fault by the Committee on the part of the laying-off and/or any hiring school or department. Moreover, the background, reasons for, or other circumstances concerning the layoff decision will not be considered in making any determination whether to authorize an extension of pay and benefits. As a condition of accepting the extension of wages and benefits, the candidate will execute a limited release of claims relating to the reviewed work security period.

Harvard University

HICTV

Side Letter re Supplemental Funding for Joint Committee Work

In conjunction with the provisions of Articles II and III of the Agreement, and consistent with the mission of the University and the Union to support joint processes, a supplemental fund in the total amount of \$126,000 shall be available for the term of the July 1, 2004 to June 30, 2007 Agreement. This funding may be utilized to supplement existing funding to further the efforts joint committees and initiatives as deemed appropriate by the parties.

Harvard University

HUCTW

MEMORANDUM OF UNDERSTANDING Shift Differential

This shall be considered a Memorandum of Understanding between Harvard University ("University") and the Harvard Union of Clerical and Technical Workers ("HUCTW") with respect to the payment of shift differentials to eligible HUCTW represented employees working at the University.

The parties have agreed to negotiate a standard to be applied in the implementation of shift differentials, where appropriate, in those schools and departments where there is not currently an existing shift differential agreement in place.

The HUCTW may also recognize an existing shift differential on an individual basis in those instances where an employee's base rate or wage effectively reflects a differential for work regularly scheduled during evening, night and/or weekend hours. In such instances, the parties will consider documentation or other substantiation of such a claimed existing differential and will consider such existing differential in light of the standard set forth in this Memorandum of Understanding.

The parties have agreed that the negotiated standard is to be applied when conditions for a shift differential are met. The parties further recognize that extraordinary and compelling circumstances may exist that may warrant, by mutual consent, examination of a more appropriate standard at the local level.

The University and HUCTW have agreed to the following to be effective as of July 1, 2001:

- 1. Where an employee has a fixed and regular schedule and is regularly required to work scheduled evening, night and/or weekend hours, a shift differential is appropriate for those hours worked, or where an employee covers for fixed and regularly scheduled hours that are eligible for a shift differential. However, a shift differential is not appropriate for flexible work schedules arranged at an employee's request;
- 2. A shift differential is appropriate where an employee is regularly scheduled to work more than one full hour after 5 p.m.
- 3. The differential rate is to be paid for all eligible evening, night and weekend hours worked during the period of July 1, 2001 through June 30, 2004 as follows:
 - FY '02 and '03 \$.90/hr
 - FY '04 \$1,10/hr
- 4. This Agreement shall become effective upon the signing of all parties.

Accepted and Agreed:		
For the University	For HUCTW	
Lydia Cummings Date	Marie Manua . 4/5/02 Marie Manna Date	
Polly Spannell 4/5/02 Polly Spannell Date	Peter Berry Date	so.
Shan Anderson Date	Maggir araum 45/02 Maggir Carracino Date	
Lauren Baccus Date	SAPLO L Ken Tivey Date	
Debdie Brooks Date		
Laurie Buehler Date	· ·	
Ellen Carpenter Date		

Carolyn Everette (SPS) Date

Vacation, Sick and Personal Time Accrual Chart

This chart is for calculating prorated vacation, sick and personal time.

Hours Worked	FTE	Vacation Hrs/Month (Less than 5yrs)	Vacation time Hrs/Month (5yrs or more)	Sick Hrs/Month	Personal Hrs/Yr		
17.50	.50	4hrs, 23min	5hrs, 49min	3hrs, 30min	10hrs, 30min		
18.00	.51	4hrs, 30min	5hrs, 59min	3hrs, 36min	10hrs, 48min		
18.50	.53	4hrs, 38min	6hrs, 8min	3hrs, 42min	11hrs, 6min		
19.00	.54	4hrs, 45min	6hrs, 19min	3hrs, 48min	11hrs, 24min		
19.50	.56	4hrs, 53min	6hrs, 28min	3hrs, 54min	11hrs, 42min		
20.00	.57	5hrs	6hrs, 38min	4hrs	12hrs		
20.50	.59	5hrs, 8min	6hrs, 49min	4hrs, 6min	12hrs, 18min		
21.00	.60	5hrs, 15min	6hrs, 58min	4hrs, 12min	12hrs, 36min		
21.50	.61	5hrs, 23min	7hrs, 8min	4hrs, 18min	12hrs, 54min		
22.00	.63	5hrs, 30min	7hrs, 18min	4hrs, 24min	13hrs, 12min		
22.50	.64	5hrs, 38min	7hrs, 28min	4hrs, 30min	13hrs, 30min		
23.00	.66	5hrs, 45min	7hrs, 38min	4hrs, 36min	13hrs, 48min		
23.50	.67	5hrs, 52min	7hrs, 48min	4hrs, 42min	14hrs, 6min		
24.00	.69	6hrs	7hrs. 58min	4hrs, 48min	14hrs, 24min		
24.50	.70	6hrs, 8min	8hrs, 8min	4hrs, 54min	14hrs, 42min		
25.00	.71	6hrs, 15min	8hrs, 18min	5hrs	15 hours		
25.50	.73	6hrs, 23min	8hrs, 28min	5hrs, 6min	15hrs, 18min		
26.00	.74	6hrs, 30min	8hrs, 38min	5hrs, 12min	15hrs, 36min		
26.50	.76	6hrs, 38min	8hrs. 48min	5hrs. 18min	15hrs, 54min		
27.00	.77	6hrs, 45min	8hrs, 58min	5hrs, 24min	16hrs, 12min		
27.50	.79	6hrs, 53min	9hrs, 8min	5hrs, 30min	16hrs, 30min		
28.00	.80	7hrs	9hrs, 18min	5hrs, 36min	16hrs, 48min		
28.50	.81	7hrs, 8min	9hrs, 28min	5hrs, 42min	17hrs, 6min		
29.00	.83	7hrs, 15min	9hrs, 38min	5hrs, 48min	17hrs, 24min		
29.50	.84	7hrs. 23min	9hrs, 47min	5hrs. 54min	17hrs. 42min		
30.00	.86	7hrs. 30min	9hrs, 58min	6hrs	18hrs		
30.50	.87	7hrs, 38min	10hrs. 8min	6hrs, 6min	18hrs, 18mln		
31.00	.89	7hrs, 45min	10hrs, 17min	6hrs, 12min	18hrs, 36min		
31.50	.90	7hrs, 53min	10hrs, 28min	6hrs, 18min	18hrs, 54min		
32.00	.91	8hrs	10hrs, 37min	6hrs, 24min	19hrs, 12min		
32.50	.93	8hrs, 8min	10hrs. 47min	6hrs. 30min	19hrs, 30min		
33.00	.94	8hrs, 15min	10hrs. 50min	6hrs. 36min	19hrs, 48min		
33.50	.96	8hrs, 23min	11hrs, 7min	6hrs, 42min	20hrs, 6min		
34.00	.97	8hrs, 30min	11hrs, 17min	6hrs, 48min	20hrs, 24min		
34.50	.99	8hrs, 38min	11hrs, 27min	6hrs, 54min	20hrs, 42min		
35.00	1.00	8hrs. 45min	11hrs, 37min	7hrs	21hrs		
36.00	1.03	9hrs	11hrs. 57min	7hrs, 12min	21hrs, 36min		
37.00	1.06	9hrs, 15min	12hrs, 17min	7hrs, 24min	22hrs, 12min		
37.50	1.07	9hrs, 23min	12hrs, 27min	7hrs, 30min	22hrs, 30min		
38.00	1.09	9hrs, 30min	12hrs, 37min	7hrs, 36min	22hrs, 30min 22hrs, 48min		
39.00	1.11	9hrs, 45min	12hrs, 57min	7hrs. 48min	23hrs. 24min		
	1.14	10hrs		8hrs	24hrs		

SALARY GRADE TABLE HUCTW BARGAINING UNIT ANNUAL SALARY RANGES Effective July 1, 2003

	1		Grade 3	linimum			Hiring (Guideline			Grade N	laximum		Progre	ssion
Grade	Hours	Hourly	Semi- Monthly	Monthly	Apnual	: Hourly	Semi- Monthly	Monthly	Annual	Hourty	Semi- Monthly	Monthly	Annuai	Full Effective Jan '04	6-12 month Effective Jan '04
47 (2)	35	11.71	889	1.778	21,336	14.34	1,088	2.176	26.112	16.98	1.288	2,576	30,912	853	429
	40	11.71	1.016	2.032	24.384	14.34	1.243	2.486	29.832	16.98	1.472	2,944	35,328	975	489
48 (3)	35	12,46	946	1,892	22,704	15.26	1,158	2,316	27,792	18.24	1,384	2,768	33,216	909	456
	40	* 12.46	1.081	2.162	25.944	15.26	1.323	2.646	31.752	18.24	1.582	3,164	37.968	1038	519
49 (4)	35	12,91	980	1,960	23,520	15.81	1,200	. 2,400	28.800	19.08	1,448	2,896	34,752	942	471
	40	12.91	1.120	2,240	26.880	15.81	1.371	2.742	32.904	19.08	1.654	3,308	39,696	1077	540
50 (5)	35	13.75	1.043	2,086	25,032	16.83	1,277	2.554	30.648	20.50	1.555	3,110	37,320	. 1002	501
	40	13.75	1.192	2.384	28.608	16.83	1.459	2.918	35.016	20.50	1.777	3,554	42.648	1146	573
51 (6)	35	14.65	1,112	2,224	26,688	17.94	1,361	.2,722	32.664	22.02	1,671	3,342	40,104	801	402
L	40	14.65	1.270	2,540	30,480	17.94	1.556	3.112	37.344	22.02	1.909	3.818	45.816	915	459
52 (7)	35	15.87	1.204	2,408	28.896	19.45	1,476	2,952	35,424	24.11	1.829	3,658	43,896	867	435
	40	15.87	1.376	2.752	33.024	19.45	1.686	3.372	40.464	24.11	2.090	4.180	50,160	993	495
53 (8)	35	17.23	1.307	2,614	. 31.368	21.09	1.600	3,200	38,400	26.40	2.003	4.006	48,072	942	471
	40	17.23	1.494	2.988	35.856	21.09	1.829	3.658	43.896	26.40	2.289	4.578	54.936	1077	540
54 (9)	35	18.68	1,417	2.834	34,008	22.90	1,737	3.474	41.688	28.89	2,192	4,384	52,608	1020	510
<u></u>	40	18.68	1,620	3.240	38.880	22.90	1.985	3.970	47.640	28.89	2.505	5.010	60,120	1167	585
55 (10)	35	20.27	1.538	3,076	36,912	24.84	1.884	3,768	45,216	31.64	2,400	4,800	57.600	1107	555
	40	20.27	1.758	3,516	42.192	24.84	2.154	4.308	51.696	31.64	2.743	5.486	65.832	1266	633

	-		Grade 3	linimum			Hiring (Culdeline			Grade M	laximum		Progression	
	- 1	I			,									Full	6-12 mon
			Day 5 day	Monthly	Anpusi	Hourty	Biweekly	Monthly	Annual	Hourty	Biweekly	Monthly	Annual	Effective Nov '04	Effective Nov '04
Grade	Hour	Hourly	Biweekly	•						17.57	1,230,20	2.665.44	31,985.23		441.16
47	35	12.12	848.39	1,838.18	22,058.13	14.84	1,038.93	2.251.02	27.012.26		1.318.07	2,855.82		945.35	472.67
	37.5	12.12	908.99	1,969.48		14.84	1,113.14	2.411.81	28,941.71	17.57	****				
Prog 1%	+0	12.12	969.59	2,100.77	25.209.29	14.84	1,187.35	2,572.60	30,871.15	17.57	1,405.94	3.046.21	36,554.54	1008.37	504.19
48	35	12,90	902.73	1.955.91	23,470.90	15.79	1,105.59	2,395.44	28,745.26	18.88	1,321.49	2,863.22	34,358.69	938.84	469,42
1	37.5	12.90	967.21	2.095.62	25,147.40	15.79	1,184.56	2.566.54	30.798.50	.18.88	1,415.88	3,067.74	36,812.88	1005.90	502.95
Prog 4%	40	12.90	1,031.69	2,235.32	26,823,89	15.79	1.263.53	2.737.64	32,851.73	18.88	1.510.27	3.272.26	39,267.07	1072.96	536.48
49	35	13.36	935,33	2,026.55	24,318.57	16.36	1.145.43	2,481.77	29,781.30	19.75	1,382,35	2.995.08	35,941.00	972.74	486.37
	37.5	13.36	1,002.14	2,171.30	26,055.61	16.36	1.227.25	2,659.04	31,908.53	19.75	1,481.09	3.209.02	38,508.21	1042.22	521.11
Prog 4%	40	13.36	1.068.95	2.316.05	27,792.65	16.36	1.309.07	2,836.31	34,035.77	19,75	1.579.82	3,422.95	41.075.42	1111.71	555.85
50	35	14.23	996.19	2,158.41	25,900.88	17.42	1,219.33	2,641.89	31,702.67	21.22	1,485.23	3,217.99	38,615.85	1036.04	518.02
	37.5	14.23	1.067.34	2.312.58	27,750.94	17.42	1.306.43	2,830.60	33,967.15	°21:22	1,591.31	3,447.84	41,374.13	1110.04	555.02
Prog 4%	40	14.23	1,138.50	2,466.75	29,601.00	17.42	1,393.52	3.019.30	36.231.62	21.22	1.697.40	_3,677.70	44,132.40	1184.04	592.02
51	35	15.16	1,061.39	2.299.68	27,596.21	18.57	1,299.75	2,816.13	33,793.58	22.79	1.595.35	3,456.59	41,479.07	827.89	413.94
	37.5	15.16	1.137.21	2,463.95	29,567.36	18,57	1,392.59	3.017.28	36,207,41	22.79	1.709.30	3,703,49	44,441.87	887.02;	443.51
Prog 3%	10	15.16	1,213.02	2.628.21	31.538.52	18.57	1.485.43	3,218.44	38,621:23	22.79	1.823.26	3,950,39	47,404.66	946.16	473.08
52	35	16:43	1,149.78	2.491.19	29,894.32	20.13	1,409.15	3,053.16	36,637.97	24.95	1,746.77	3,784.67	45,416.01	896.83	448.41
	37.5	16,43	1.231.91	2,669.14	32.029.63	20.13	1.509.81	3,271.25	39,254.96	- 24.95	1,871.54	4,055,00	48,660.01	960.89	480.44
Prog 3%	40	16.43	1.314.04	2,847.08	34.164.94	. 20.13	1,610.46	3,489,33	41,871.96	24.95	1,996.31	4,325,33	51,904.01	1024.95	512.47
53	35	17.83	1.248.31	2,794.68	32,456,15	21.83	1,527.97	3.310.60	39,727.23	27.32	1,912.68	4,144.14	49,729.68	973.68	486.84
	37.5	17.83	1,337.48	2.897.87	34,774.45	21.83	1,637.11	3.547.07	42,564.89	27.32	2.049.30	4,440.15	53,281.80	1043.23	521.62
Prog 3%	40	17,83	1,426.64	3.091.06	37,092.74	21.83	1,746.25	3.783.55	45,402.55	27.32	2,185.92	4,736,16	56,833.92	1112:78	556.39
54	3.5	19.33	1.353.37	2.932.29	35,187.52	23.70	1,659.11	3.594.73	43,136.73	29.90	2,093.08	4,535.01	54,420.09	1055.63	527.81
	37.5	19.33	1,450.04	3,141.74	37,700.91	23.70	1.777.61	3,851.49	46,217.93	29.90	2,242.59	4,858.94	58,307.24	1131.03	565.51
Prog 3%	40	19.33	1.546.70	3.351.19	40,214,30	23.70	1.896.12	4,108.26	49,299.12	29.90	2,392.09	5,182.87	62,194.39	1206.43	603.21
55	35	20.98	1.468.56	3.181.88	38,182.60	25.71	1,799.66	3.899.26	46,791.11	32.75	2.292.32	1,966.69	59,600.27	1145.48	572.74
	37.5	20.98	1.573.46	3,409,16	40.909.93	25.71	1,928.21	4,177.78	50.133.33	32.75	2.456.06	5,321.45	63,857.43	1227.30	613.65
Prog 3%	40	20.98	1,678,36	3.636.44	43,637.26	25.71	2.056.75	4,456.30	53,475,55	32.75	2,619.79	5,676.22	68,114.59	1309.12	654.56

			C made N	Linimum	———		tT:=:	~						Progression	
	1	Т	Grade 3	III IIII UIII			riring C	Suideline		h	Grade N	laxim um_		Full 1	6-12 mon
[[ĺ	(ĺ		' I	ĺ	·	,		1	- 1			Effective	Effective
Grade	Hours	Hourly	Biweekly	Monthly	Annual	Hourly	Biweekly	Monthly	Annual	Hourty	Biweekly	Monthly	Annual	Jul '05	Jul '05
47	35	12.54	878.08	1.902.51	22.830.15	15.36	1.075.30	2.329.81	27,957.69	18.19	1.273.26	2,758.73	33,104.71	913.21	456,60
i '	37.5	12.54	940.80	2,038.41	24,460.88	15,36	1,152,10	2,496.22	29,954.67	18.19	1,364.21	2,955.78	35,469,33	978.44	489.22
lirog 4"o	40	12.54	1.003.52	2.174.30	26.091.60	15.36	1.228.91	2.662.64	31.951.65	18.19	1,455.15	3,152.83	37.833.95	1043.66	521.83
48	35	13.35	934.32	2.024.36	24,292,38	16.35	1,144.28	2,+79.28	29,751.34	19.54	1.367.74	2,963,44	35,561.23	971.70	485.85
	37.5	13.35	1,001.06	2.168.96	26.027.55	16.35	1.226.02	2,656.37	.31,876.44	19.54	1.465.44	3,175.11	38,101.32	1041.16	520.55
Prog 40 a	40	13.35	1,067.80	2,313.56	27.762.72	16.35	1,307.75	2,833.46	34.001.53	19.54	1,563.13	3.386.78	40,641.41	1110.51	555.25
49	35	13.83	968.07	2,097.48	25,169,71	16.94	1,185.52	2,568.64	30,823.65	20.44	1,430.73	3,099.91	37,198.93	1006.79	503.39
	37.5	13.83	1,037.21	2,247.30	26,967.54	16.94	1,270.21	2.752.11	33.025.34	20.44	1.532.92	3,321.33	39.855.99	1078.70	539.35
Luce 400	40	13.83	1,106.36	2,397.12	28,765,38	16.94	1.354.89	2,935.59	35,227.03	20.44	1,635.12	3,542.75	42,513,06	1150.62	575.31
50	35	14.73	1.031.05	2.233.95	26,807.40	18.03	1,262.01	2.734.36	32,812.27	21.96	1,537.21	3.330.62	39.967.40	1072.30	536.15
	37,5	14.73	1.104.70	2,393.52	28,722.21	18.03	1.352.15	2.929.67	35,156.00	21.96	1.647.01	3.568.52	42.822.21	1148.89	574.44
Prog 4%	40	14.73	1.178.35	2.553.09	30,637.03	18.03	1.442.30	3.124.98	37,499,74	21.96	1,756.81	3,806.42	45.677.03	1225.48	612.74
51	35	15.69	1,098.54	2.380.17	28,562.08	19:22	1,345,24	2.914.70	34,976.36	23.59	1.651.19	3,577.57	42,930.83	. 856.86	428.43
	37.5	15.69	1,177.01	2,550.19	30.602.23	19.22	1.441.33	3,122.89	37,474.67	23.59	1,769.13	3,833.11	45.997.32	918.07	459.03
Prog 300	40	15.69	1.255.48	2.720.20	32,642.38	19.22	1,537.42	3,331.08	39,972.98	23.59	1.887.07	4,088.65	49.063.81	979.27	. 489.64
52	35	17,00	1.190.02	2,578.38	30,940.62	20.84	1.458.47	3,160.03	37,920.30	25.83	1.807.91	3.917.13	47.005.56	928.22	464.11
!	37.5	17.00	1.275.03	2,762.56	33,150.66	20.84	1.562.65	3.385.74	40.628.89	25.83	1.937.04	4,196.92	50,363.10	994.52	497,26
Prog 3%	40	17.00	1,360.03	2,946.73	35,360,71	20.84	1.666.83	3,611.46	43,337,49	25.83	2,066.18	4.476.72	53,720.64	1060.82	530.41
53	35	18.46	1,292.00	2.799.34	33,592.12	22.59	1.581.45	3,426.47	41,117.69	28.28	1,979.62	4,289.18	51,470.22	1007.76	503.88
	37.5	18.46	1,384.29	2,999.30	35.991.56	22.59	1.694.41	3,671.22	44,054.67	28.28	2.121.03	4,595.56	55.146.66	1079.75	539.87
Prog 30 a	40	18.46	1.476.58	3.199.25	38,391.00	22.59	1.807.37	3.915.97	46,991.65	28.28	2.262.43	4,901.93	58.823.11	1151.73	575.86
54	35	20.01	1,400.73	3,034.92	36.419.07	24,53	1,717.17	3.720.54	44.646.51	30.95	2,166.34	4.693.73	56,324.80	1092.57	546.29
	37.5	20.01	1,500.79	3.251.70	39,020.44	24.53	1.839.83	3,986.30	47.835.55	30.95	2,321.08	5,029.00	60.348.00	1170.61	585.31
Prog 30 e	40	20.01	1.600.84	3,468,48	41.621.80	24,53	1.962.48	4,252.05	51.024.58	30.95	2,475.82	5.364.27	64.371.20	1248.65	624.33
55	35	21.71	1,519.96	3,293.25	39,518.99	26.61	1,862.65	4.035.73	48.428.80	33.89	2,372.55	5.140.52	61,686.28	1185.57	592.78
	37.5	21.71	1,628.53	3.528.48	42,341.77	26.61	1,995.69	4,324.00	51.888.00	33.89	2.542.02	5,507.70	66,092.44	1270.25	635.13
Prog 3"o	40	21.71	1,737.10	3,763.71	45,164.56	26.61	2.128.74	4.612.27	55,347,20	33.89	2.711.48	5.874.88	70,498.60	1354.94	677.47

			Grade 3	Lioimum	—-т		Hiring C	Cuideline			Grade N	Laximum		Progression	
	1													Full Effective	6-12 mon Effective
Grade	Hours	Hourty	Biweekly	Monthly	Angual	Hourly	Biweekly	Mouthly	Annual	Hourte	Biweekly	Monthly	Annual	Jul '06	Jul '06
47	35	12.98	908.82	1.969.10	23,629,21	15.90	1,112.93	2,411.35	28,936.22	18.83	1,317,82	2.855.28	34,263,37	945.17	472.58
"	37.5	12.98	973.73	2.109.75		15.90	1,192.43	2,583.59	31.003.09	18.83	1,411.95	3,059.23	36,710.76	1012.68	506.34
Prog 4°o	40	12.98	1.038.65	2.250.40		15.90	1.271.92	2,755.83	33,069.96	18.83	1.506.08	3,263.18	39.158.14	1080.19	540.10
48	35	13.81	967.02	2.095.22	25,142,61	16.92	1,184.33	2,566.05	30,792.63	20.22	1,415.61	3,067.16	36,805.88	1005.70	502.85
]	37.5	13.81	1.036.10	2,244.88	26.938.51	16.92	1,268.93	2,749.34	32.992.11	20.22	1,516.73	3,286.24	39,434.87	1077.54	538.77
Prog 4%	40	13.81	1.105.17	2,394.53	28,734.41	16.92	1,353.52	2.932.63	35.191.58	20.22	1.617.84	3,505.32	42,063.86	1149.38	574.69
49	35	14.31	1,001.95	2,170.89	26.050.64	17,53	1,227.02	2.658.54	31,902,47	21.15	1.480.80	3,208,41	38,500.88	1042.03	521.01
	37.5	14.31	1.073.52	2,325.95	27,911,40	² 17,53	1,314.66	2,848.43	34,181.22	21.15	1,586.57	3,437.58	41,250.94	1116.46	558.23
Prog 4%	40	14.31	1.145.08	2,481.01	29,772.16	17.53	1,402.31	3.038.33	36.459.97	21.15	1,692.35	3,666.75	44.001.01	1190.89	595.44
50	35	15.24	1,067.14	2.312.14	27,745,66	18.66	1,306.18	2,830.06	33,960,71	22.73	1,591.01	3,447.19	41.366.25	1109.83	554.91
1	37.5	15:24	1.143.37	2.477.29	29,727,50	18.66	1,399.48	3.032.21	36,386.47	22.73	1.704.65	3,693,42	44.320.98	1189.10	594.55
Prog 4%	40	15.24	1,219.59	2.642.44	31,709.33	18.66	1,492.78	3.234.35	38,812.24	22.73	1.818.30	3,939.64	47.275.72	1268.37	634.19
51	35	16.24	1,136.99	2,463.48	29.561.75	19.89	1,392.33	3.016.71	36.200.53	24.41	1,708.98	3,702.78	44,433,41	886,85	443.43
	37.5	16.24	1.218.20	2.639.44	31,673,30	19.89	1,491.78	3,232.19	38,786.28	24.41	1,831.05	3,967.27	47,607.22	950.20	475.10
Prog 3%	40	16.24	1.299.42	2,815.40	33.784.86	19.89	1.591.23	3,447.67	41.372.03	24.41	1,953.12	4,231.75	50.781.04	1013.55	506.77
52	35	17.60	1,231.67	2,668.63	32.023.54	21.56	1.509.52	3,270.63	39,247.52	26.73	1.871.18	4,054.23	48.650.75	960.71	480.35
1	37.5	17.60	1,319.65	2.859.24	34,310,93	21,56	1,617.34	3,504.24	42,050.91	26:73	2,004.84	4,343.82	52,125.80	1029.33	514.66
Prog 3%	+0	17.60	1.407.63	3.049.86	36,598.33	21.56	1.725.17	3, 7 37.86	44,854.31	26,73	2,138.49	4,633.40	55,600.85	1097.95	548.97
53	35	19.10	1.337.22	2.897.32	34,767.84	23.38	1,636.80	3,546,40	42.556.81	29,27	2.048.91	4,439.31	53,271.67	1043.04	521.52
	37.5	19.10	1,432,74	3,104.27	37,251.26	23.38	1,753.71	3,799.71	45.596.58	29.27	2.195.26	4,756.40	57.076.79	1117.54	558.77
Prog 3%	40	19.10	1.528.26	3.311.22	39,734.68	23.38	1.870.63	4,053.03	48.636.35	29.27	2.341.61	5,073.49	60.881.91	1192.04	596.02
54	35	20.71	1.449.76	3.141.15	37,693,75	25.39	ı.:177.27	3,850.76	46,209,14	32.03	2,242.16	4,858.01	58,296.17	1130.81	-565.41
	37.5	20.71	1,553.31	3.365.51	40,386.16	25.39	1,904.22	.4.125.82	49,509.80	32.03	2.402.31	5,205.01	62,460,18	1211.58	605.79
Prog 3º	40	20.71	1.656.87	3,589.88	43,078,57	25.39	2.031.17	4.400.87	52.810.45	32.03	2,562.47	5,552.02	66.624.19	1292.36	646.18
55	35	22.47	1.573.16	3,408.51	40,902.15	27,54	1,927.84	4.176.98	50,123.80	35.08	2,455.59	5,320.44	63.845.29	1227.06	613.53
Ì	37.5	22,47	1,685.53	3.651.98	43,823,73	27.54	2,065,54	4.475.34	53,704 07	.3,5,08	2,630.99	5.700.47	68,405.67	1314.71	657.36
Prog 3° o	40	22.47	1.797.90	3.895.44	46.745,32	27.54	2,203,24	4,773.70	57,284.34	35.08	2.806.39	6,080.50	72,966.05	1402.36	701.18

	Arte	Athletics	Gen. Admin.	Communications	Facilities	Finance	Pesith Care	information Technology	Library	Museume	Research
Grade 47U		Front Desk Attendant	Clerical Asst		Mail Clerk I		T -		Library Door Checker		Lab Aide Animal Tech I
Grade 48U		Lifeguard Pool Maint Tech	Receptionist		Mail Clerk II Maintenance Tech I	Accounting Asst II	Nurse Asst	Computer Asst I	Library Acst II		Lab Asst Animal Tech II
Grade 49U	Loeb Tech I		Secretary I Staff Acat I	Photographic Asst i Editorial Asst i	Mail Clerk III Supply Clerk Tech Radiation Safety			Computer Asst II	Library Asst III Microfilm Cam Op II	Curatorial Asst I	Lab Tech
Grade SOU		Head Lifeguard	Reprographics Asst I Secretary I. Tech	Media Tech II	Maintenance Tech II	Accounting Asst III	Detary Acct	Computer Asst 🛭			Animal Tech III
Grade 5IU	Loeb Tech II Piano Tech I		Reprographics Acet II Secretary II Staff Acet II Faculty Acet I	Editorial Asst # Graphics Asst #	EH & S Tech II	Financial Acct	Crinical Lab Tech Radiology Tech Dental Acct I Health Acct 1	IT Support Aget I	Library Asst IV	Exhibit Asst I Curatorial Asst II	Instruc Lab Tech
Grade 52U			Secretary II. Tech	Media Tech III Photographer I	Communications Dispatcher Maintenance Tech III Asst Bidg Superintendent	Accounting Asst N Purchasing Asst Loan Collector II	Dental Acct II Health Acct II		Library Ässt V	Preparator	Animal Technologist Plant Technologist Exper Rec Mach I Instruc Lab Tech/Curric Acot Resrch Asst I Lab
Grade 53U	Loeb Tech III Piano Tech II		Reprographics Acct III Secretary III Staff Acct III Faculty Acct II	Media Tech IV Graphics Asst III Editorial Asst III Photographic Asst II	EH & S Tech (IIII Non-Resident Property Operations Asst Resident Property Operations Asst Building Service Asst	Accounting Asst V		IT Support Asst II	Library Acet \ I	Exhibit Asst # Curatorial Asst # Installer	Exper Rec Mach II Rearch Acot II Lab Rearch Acot II Non-Lab
Grade 54U	Senior Theater Technician	Boat Builder	Secretary III. Tech Executive Acct	Photographer II	Security Shift Supervisor	Financial Accord	C'ental Hygienis Licensed Practical Nurse	IT Support Assoc I	Library Acet\#		Scientific Inst Maker Design Drafter Electronic Tech N' Reproh Appt III Lab Reproh Appt III Non-Lab
Grade 55U			Coordinator Faculty Acct III	Senior Media Tech Publications Coordinator Graphic Designer	Building Services Coordinator	Financial Associal		IT Support Accoc II	Library Acct	Senior Curatorial Technician Senior Concervation Technician	Rearch Asst N Lab Rearch Asst N Non- Lab

Presid	ard University dent and Fellows arvard College	HUCTW Harvard Union of Clerical and Technical Workers AFSCME, AFL-CIO
Ву	Polly Price Polly Price	By Bill Jaeger
Ву	William Myphy William Myphy	By Kris Rondeau Kris Rondeau
Ву	Eric Buehrens	By Adrienne Landau
Ву	Louise Richardson	By Gloria Buffonga
Ву	Polly Scannell	By Thomasin Guenard Thomasin Guenard
Ву	daum Txgley Lauren Degley	By Donene Williams
	• .	By Alex Chisholm
		By Martha Fuller
		By <u>Shamin horani</u> , Shamim Morani
		By Land Ellingboe
		By Laura Johnson Laura Johnson
		By Marie Manna

Date: 5.25.04